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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 10, 2012
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by the Mayor
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the December 20th, 2011, Special City Commission Meeting minutes.
- b. Review and approval on the Home Program Housing Plan and Relocation Policy.
- c. Approval of the Appropriation Ordinance for the period ending January 10, 2012, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. EXTENSION/REQUEST FOR ADDITIONAL SERVICES - Staff is requesting Governing Body approval to extend the current services agreement with WebQA for the Community Development Module to assist the Codes Enforcement Division in administering nuisance codes for a per month fee of \$425 and a one-time fee of \$3,000 for implementation and training. **Approve or disapprove staff's request and, if approved, authorize the Mayor to execute the services agreement on behalf of the City of Pittsburg.**
- b. DISPOSITION OF BIDS - Approval of staff's recommendation to award the bid for the Georgia and First Sewer Replacement Project to the low bidder meeting specifications, Jim Radell Construction Co., Inc., of Pittsburg, Kansas, in the amount of \$125,847.10. **Approve or disapprove staff's recommendation and, if approved, direct the Mayor and City Clerk to execute the contract documents once prepared.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE SPECIAL MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
DECEMBER 20th, 2011

A Special Session of the Board of Commissioners was held at Noon on Tuesday, December 20th, 2011, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Marty Beezley presiding and the following members present: Rudy Draper, Michael Gray, John Ketterman, and Patrick O'Bryan.

APPROVAL OF MINUTES – DECEMBER 13th, 2011 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the minutes of the December 13th, 2011, as submitted. Motion carried.

ORDINANCE NO. S-994 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. S-994 authorizing the execution of a Fourth Amendment to the Loan Agreement between the City of Pittsburg, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving Fund for the purpose of financing a Wastewater Treatment Project; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the Fourth Amendment to the Loan Agreement (KWPCRF Project No. C20 1818 01A) on Second Reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman, and O'Bryan. Motion carried.

VACATION ORDER – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved an Order vacating the North 155.92 feet of the 20-foot wide utility easement on Lot 2, Pittsburg Broadway Plaza First Addition to the City of Pittsburg, Crawford County, Kansas (Request of Jim Bishop of Coldwell Banker Real Estate - 2832 N. Broadway). Motion carried.

CEREAL MALT BEVERAGE LICENSES – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the applications submitted by NPC International, Inc. dba Pizza Hut #1652 (102 East Quincy), Super Mercado Yoselin (1402 South Broadway), Villa's Rodeo (514 North Joplin), and El Taco Express (908 East 4th Street) to sell Cereal Malt Beverages for the year 2012 and directed the City Clerk to issue the licenses. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the Appropriation Ordinance for the period ending December 20, 2011, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman, and O'Bryan. Motion carried.

OFFICIAL MINUTES
OF THE SPECIAL MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
DECEMBER 20th, 2011

ORDINANCE NO. S-995 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. S-995, amending Ordinance No. S-990 fixing the salary and compensation of the officers and employees of the City of Pittsburg, on Second Reading with the following roll call vote: Yea: Beezley, Draper, Gray, and O'Bryan. Motion carried with Commissioner Ketterman voting in opposition.

PUBLIC HEARING - 2011 BUDGET AMENDMENT – Following Public Hearing, on motion of Draper, seconded by Ketterman, the Governing Body approved the amended use of funds in the 2011 budget. Motion carried.

#1023 ENGINE – Director of Parks and Recreation Kim Vogel, along with members of the Heart of the Heartland Club presented options for the #1023 Engine located in Schlanger Park. On motion of Draper, seconded by O'Bryan, the Governing Body authorized the relocation of the #1023 Engine from Schlanger Park to the Corona Depot. Motion carried.

DISPOSITION OF BIDS – On motion of Ketterman, seconded by Gray, the Governing Body approved staff's request to purchase 45 Motorola PR1500 VHF Portable Radios and 25 Motorola HT1250 LS +VHF Portable Radios from Washington Electronics, Inc., of Pittsburg, Kansas, based on their low bid of \$688.50 per unit for the Motorola PR1500 VHF Portable Radios and \$564.65 per unit for the Motorola HT1250 LS +VHF Portable Radios AND the purchase of 25 Motorola PM400 VHF Mobile Radios from TBS Electronics, Inc., of Topeka, Kansas, based on their low bid of \$284.00 per unit, for a total combined cost of \$52,248.75, and authorized staff to issue the necessary purchase orders. Motion carried.

AIRPORT TAXIWAY IMPROVEMENTS PROJECT FUNDING – On motion of O'Bryan, seconded by Draper, the Governing Body approved the recommendation of the Economic Development Advisory Committee to utilize additional funds from the Revolving Loan Fund for the Airport Taxiway Improvement Project in the amount of \$2,464.17, and authorized the Mayor to sign the appropriate documents. Motion carried.

GEOMETRIC IMPROVEMENT GRANT FUNDING – On motion of Ketterman, seconded by O'Bryan, the Governing Body approved the use of the Revolving Loan Fund to match the KDOT Geometric Improvement Grant for the Centennial and Broadway project awarded to Pittsburg in the estimated amount of \$200,000. Motion carried.

OFFICIAL MINUTES
OF THE SPECIAL MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
DECEMBER 20th, 2011

Mayor Beezley reminded citizens to help beautify the City as the Clean Sweep Program is underway.

Mayor Beezley congratulated the Pittsburg State University football team for winning the national championship. Mayor Beezley stated that the City will host a celebration after the first of the year.

Mayor Beezley wished everyone a Merry Christmas and a Happy New Year.

ADJOURNMENT: On motion of O'Bryan, seconded by Ketterman, the Governing Body adjourned the meeting at 12:53 p.m. Motion carried.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: JOHN VANGORDEN, JON GARRISON, TAMMY NAGEL
From: DEENA HALLACY
CC:
Date: JANUARY 4, 2012
Subject: *AGENDA ITEM – HOME PROGRAM HOUSING PLAN AND RELOCATION POLICY*

The City of Pittsburg has been awarded \$220,000 through the HOME Program from the State of Kansas Housing Resource Corporation. Before we can begin accepting application, the Housing Plan and the Relocation Policy must be adopted.

The Housing Plan is the document which is the guide for administration of the program for the City's program. The Relocation Policy is the document which is the process which will be followed when it is required to move a family from their home during renovation if necessary for the safety of the family.

The Citizen's Advisory Board met on January 3rd, 2012 to review the policies. They recommend approval of the Housing Plan and the Relocation Policy. After these documents are approved, the City of Pittsburg will begin taking applications from homeowners interested in home renovations through the Home Program. The City's Community Development & Housing office will accept applications for a period of thirty days and the applications will be submitted to SEK Regional Planning Commission for processing.

Please place the documents on the agenda for review and approval by the City Commission at the next meeting.

**CITIZEN'S ADVISORY BOARD
ON NEIGHBORHOOD REVITALIZATION
MINUTES OF MEETING
JANUARY 3, 2012**

MEMBERS ATTENDING: MARILYN PETERSON, CHAIR
BRIAN PASTEUR, VICE CHAIR
JULIE LAFLÉN, 1ST VICE CHAIR
BECKY GRAY, 2ND VICE CHAIR
TONY DELLESAGA
JEREMY PARVIN

MEMBERS ABSENT: DONNIE TALENT

STAFF ATTENDING: DEENA HALLACY

GUEST ATTENDING: NONE

Marilyn Peterson, Chair, called the meeting to order at 4:32PM.

- 1) **APPROVAL OF MINUTES OF LAST MEETING** – November 9, 2011.
Becky Gray made the motion to approve the minutes of the last meeting. Julie Laflen seconded the motion and it passed unanimously.

- 2) **NEW BUSINESS:**
 - A) **Review of the Housing Plan and Relocation Policy for the 2012 HOME Program** – The Housing Plan is a document which will govern the administration of the 2012 HOME Program. The Relocation Policy is necessary in the event that a family will be relocated from their home during the renovation. Deena reviewed the responsibility the CAB will have during the time the HOME program is active. Tony Dellesega moved to approve both plans and submit to the Commission with the CAB recommendation. Julie Laflen seconded the motion and it passed unanimously.

- 3) **OLD BUSINESS**
 - A) **Update on the Housing Code and Rental Licensing Program** – Deena informed the Board that the issue remains important to the Commission. There is staff in the Codes Division who are working on doing some further research in other areas. We will hear more about this issue at a later date.

 - B) **Update on Clean Sweep Program** - The program is going well. It is taking much more time than anticipated. We are hoping to have the north half of the City completed with the sweep by the end of

January. At that time, we will review the data we have compiled to discuss with the Commission. The response to the letters sent out and the friendly reminders has been disappointing.

4) ADDITIONAL ITEMS FROM BOARD MEMBERS –

- A)** Becky Gray brought up the possibility of the CAB supporting and bringing a report she had come across to the Commission attention. The report was written by HUD on sustainable communities. In the report, there is some discussion on principles of livability that can sustain neighborhoods. The report could be a document that could be referred to in the future for funding opportunities. Members suggested that a copy of the report be submitted to them for their review. Becky will send the report to me and I will send it on to the members and place it on the next meeting agenda for review.

- B)** Becky Gray has been contacted by a group of students at PSU who are interested in a walkability model study. They would take an area and solicit input from the neighborhood. They would identify problems in the area that keep people from participating in outdoor activities such as walking. There is money available to improve neighborhoods through walking paths, etc. that the City of Pittsburg Commission may be interested in. There was some discussion on areas that might be considered.

It was suggested that the group complete their study and then make a presentation to the CAB upon its completion.

5) ADJOURNMENT – Meeting adjourned at 5:08PM.

Respectfully submitted,

Deena Hallacy

CITY OF PITTSBURG
HOUSING PLAN

CITY OF PITTSBURG
2011
HOUSING PLAN

The Rehabilitation Program will be offered to income eligible homeowners living within the City of Pittsburg (hereinafter City). The HOME program must approve in writing, of any change to the project area.

The purpose of this homeowner rehabilitation program is to preserve the City's housing stock by correcting state housing quality code violations thereby improving the housing and living conditions for persons of low to moderate-income levels living within the City of Pittsburg.

APPLICANT ELIGIBILITY

In order to be eligible, homeowners must be making application for their **principal residence** within the City of Pittsburg as outlined in the grant application. Households must meet the following 2012 HUD income limitations in accordance with HOME rules (**gross earnings of all persons living in the household age 18 and older**). The program will update the income limits when they become available each year.

<u>Number in Household</u>	<u>Crawford County 2012 Income Limits</u>
1	\$30,450
2	\$34,800
3	\$39,150
4	\$43,500
5	\$47,000
6	\$50,500
7	\$53,950
8	\$57,450

See "Definition of Income" , page 18 of this document

Verification of applicant's income will be verified according to the following guidelines:

1. All applicants must provide verification of income or sign permission forms for verification. Income eligibility is based on total gross income for a twelve (12) month period.
2. Income is the projected 12-month period. This is calculated by taking the total gross income for the current month x 12 to get the "projected 12 month period".
3. Incomes from all individuals residing in the household 18 years or older are required to be included in the income qualifying process. Income is verified by totaling the entire household gross income.
4. Submission of proof of income is required or the applicant must agree to third party verification.

5. The applicant may provide the supporting income verification documentation (pay stubs, tax returns, Social Security award notifications, bank statements etc. depending on the source of income. Income tax forms and W-2's are not considered to be adequate income documentation, as income eligibility is not based on Annual Income.
6. Net income from the operation of a business or profession is acceptable.

Eligible households may be awarded funds in the form of a "soft loan" up to the maximum limit of \$20,000 if needed, and up to \$5,000 for lead related activities. 20% of the project costs may be paid by homeowner loan funds, which will be applied for through the City of Pittsburg's Housing Rehabilitation Loan program. Rehabilitation grants are limited to one per property.

GRANT REPAYMENT TERMS

The City, in accordance with the HOME regulations will require the rehabilitation property owners to enter into a contractual agreement, which will place a lien against the rehabilitated property for a three (3) year period.

If within this three (3) year lien period the owner should sell the housing unit, then the cost of the rehabilitation will be prorated according to the soft loan schedule and paid back to the State of Kansas.

The agreement will stipulate the rehabilitated property must be kept and maintained in a "standard condition" as defined by the Department of Housing and Urban Development (HUD). Standard condition is defined by HUD as: "Units, which are free of major structural defects, are equipped with adequate plumbing facilities, and project an appearance that enhances the surrounding neighborhood".

REHABILITATION ACTIVITIES

Rehabilitation activities will include work items necessary to improve the health and safety of the residents and to extend the life of the housing unit for an additional 20 years. No cosmetic or remodeling work will be considered.

Examples of rehabilitation work include the following:

- Homes shall have or be provided with safe water, sewer, heating fuel and electrical service.
- Floors, walls, ceilings & stairs shall be free of hazards.
- Leaking roofs shall be repaired or replaced.
- Defective paint will be addressed on all homes. Special paint treatment will be implemented for homes built before to 1978.
- The heating equipment shall be inspected for safety and repairs or replacements shall be made as necessary.
- Plumbing systems shall not be clogged and be free from leaks.

- Existing electrical wiring shall be repaired or replaced to safely carry the electrical demands of the household.
- Foundations, sidewalks & porches shall be sound and free from hazards.
- All windows & doors shall be free from broken glass, operable and lockable.
- A smoke detector shall be placed near bedrooms and on each floor.
- All stairways shall have a handrail.
- If funds allow, the unit shall be brought to HUD's Cost Effective Energy Conservation Standards.
- All units will be brought into compliance with city codes.

HUD Lead Paint Regulations

Current lead-based paint regulations require that all housing applicants be notified of the hazards of lead-based paint in pre-1978 homes. Defective paint in targeted homes is to be identified and treated in to HUD guidelines.

Following are the current Lead-Based Paint requirements for housing rehabilitation:

1) NOTIFICATION

- a) When HOME funds are used to rehabilitate residential structures constructed before 1978, all owners – occupants and tenants of renter –occupied properties are to be notified of the following:
 - The property may contain lead based paint.
 - Occupants must receive the brochure “Protect Your Family from Lead in Your Home” issued by EPA & HUD.
 - The symptoms and treatment of lead poisoning
 - The precautions to be taken to avoid lead poisoning, including maintenance and removal techniques for eliminating such hazards

2) DISCLOSURE

- a) All property owners must be notified of the presence of lead-based paint if test results confirm a high lead level is present in the dwelling’s paint.
- b) Once notified, the property owner must provide prospective homebuyers or occupants with any documentation on known lead-based paint hazards in the dwelling unit.
- c) The following property(s) are exempt from the lead paint regulations and no lead actions are necessary:
 - If the House was built after 1978
 - The house has no chipping & peeling paint and paint will not be disturbed by rehabilitation
 - House has been tested and found to be “lead free”

3) IDENTIFICATION OF DEFECTIVE PAINT SURFACES

- a) All interior and exterior surfaces must be examined for deteriorated, cracked, peeling, or chipped paint.
- b) Housing built before 1978 that has defective paint surfaces shall have an additional inspection performed by a state certified "lead risk assessor".
- c) The lead assessor will inspect all surfaces that will be disturbed during rehabilitation.
- d) Special care is to be taken to identify housing built before 1978 that contains a child age 6 or under. The following homes must also be identified and treated with special care:
 - Home is visited by the same child three hours / day for two days a week
 - Home is also a daycare.

4) TREATMENT OF DEFECTIVE PAINT SURFACES

- a) Treatment of defective paint surfaces as specified by the risk assessor must be preformed by a contractor trained in HUD's Safe Work Practices and standard treatments.
- b) Safe work practices include, but are not limited to:
 - Protection of occupants and the worksite
 - Specialized cleaning
 - Clearance procedures by the risk assessor of the worksite only
 - Prohibited methods of paint removal
- c) Standard treatments of defective paint surfaces involve either covering the surfaces with a permanent covering or wet scraping and repainting the surfaces.

5) CLEARANCE

- a) After all rehabilitation work is completed, the risk assessor must take samples throughout the interior and examine the exterior of the unit where rehabilitation took place. The samples will be sent to a state certified laboratory to obtain lead clearance levels.
- b) If the clearance levels have not been achieved, the contractor will re-clean the designated areas and samples will be re-gathered and analyzed until clearance is achieved.

6) RELOCATION OF OCCUPANT (S)

- a) Occupants may have to be relocated during the interior rehabilitation of the dwelling if lead levels are found to be excessive and if the following conditions are met:
 - Utilities such as water, electricity, and gas are turned off for periods exceeding eight hours.
 - Extensive rehabilitation takes place in the kitchen or available bathroom(s) and can not be completed within eight hours.
 - Extensive rehabilitation in several rooms will require work over several days
 - Occupants cannot be prevented from entering the work site after hours
 - Debris and dust cannot be contained in the worksite and may spread to occupied areas

- b) A relocation stipend of up to \$ 90.00 per day will be paid for daily expenses such as hotel, meals, etc. if relocation is necessary and the household does not have alternate lodging available

INELIGIBLE REHABILITATION ACTIVITIES

- (1) Any activity that does not contribute to the rehabilitation of eligible housing by improving the health and safety of the residents, extending the useful life of the unit, contributing to energy conservation or decreasing the blighting influence of the property is considered ineligible. **No remodeling will be considered.**
- (2) Weatherization - If the household is eligible for the weatherization program, then application will be made to SEK-CAP, Inc, Girard, Kansas for further processing.
- (3) Rehabilitation of mobile homes, new construction, remodeling, acquisition, landscaping, and penalty fees.
- (4) Contracts-for-deed will not be allowed.

HOUSING ELIGIBILITY

A home located within the City of Pittsburg is eligible for rehabilitation, provided that it meets the following criteria:

1. The dwelling is owned and occupied as the principal residence of a documented income eligible household **prior to the submission of the homeowner application.**
2. The dwelling meets the definition of sub-standard housing (has one or more major deficiencies) requiring at least \$1,000.00 in improvements and the unit can be rehabilitated to a standard condition for a **reasonable cost**, not to exceed the rehabilitation limit of \$20,000 and the lead activities limit of \$5,000.
 - A. It may be necessary to "walk away" from a unit, which will require excessive repair costs. The home must minimally be brought to HUD Housing Quality Standards (HQS) in order to be eligible for rehabilitation. The maximum that is allowed for rehabilitation using HOME funds is \$20,000 per dwelling and \$5,000 for lead activities. If the cost estimate for repairs is above \$20,000, the City reserves the right to "walk away".
 - B. To determinate whether the home will require excessive repair the City will analyze the estimated cost to rehabilitate the home to HUD HQS and compare that amount to the fair market value established by the Crawford County Appraiser. If the estimated cost to rehabilitate the home is in excess of the fair market value of the property, the Commission reserves the right to **walk away** from working on the structure.

ROLE AND RESPONSIBILITIES OF THE APPLICANT

- 1) The APPLICANT shall agree to abide by all the rules and regulations of the Grant Program and allow the above rehabilitation work to be performed on his/her home in accordance with the Housing and Lead Hazard Control Plans, the Kansas Material Specifications and HQS Standards.
- 2) The APPLICANT shall provide income documentation of total household income for those living in the dwelling over the age of 18, and must update the income annually until the unit is rehabilitated.
- 3) The APPLICANT must fill out an application and supply income documentation for the weatherization program.
- 4) The APPLICANT must fill out the City of Pittsburg's Housing Rehabilitation Loan application.
- 5) The APPLICANT must be willing to remove all animals and all obstacles from inside and outside of the house in order to view and subsequently work on the dwelling. This may include removing any stored items from areas, pictures and decorative items from the interior walls and cutting weeds or saplings that may obscure the exterior foundation, or hauling away items stacked in or around the house.
- 6) The APPLICANT must be willing to be available and grant access to the dwelling for additional inspections, pre-bid conference inspections, rehabilitation work and ongoing inspections of work.
- 7) The APPLICANT must be willing to provide electricity, heat and water to the contractor at no cost.
- 8) The APPLICANT must be willing to sign a waiver of liability for the property identified in the application.
- 9) The APPLICANT must provide proof of property insurance in an amount of not less than \$25,000 with the city listed as an additional insured, and must keep the dwelling insured for the three-year soft loan period.
- 10) The APPLICANT shall complete a Property owner's' Mortgage (Attachment B).
- 11) The APPLICANT must be willing to provide documentation of Lead Blood Level for every child age six (6) – prior to work beginning if high levels of lead in paint were found in the dwelling.
- 12) The APPLICANT must agree to relocate should it become necessary in order to perform the rehabilitation work in accordance with the lead paint regulations.

PROCUREMENT OF GOODS AND SERVICES

Procurement procedures of the Common Rule and/or PL 103-355 must be used for the procurement of services, materials and products. Competitive sealed bids will be used for procurement of services.

Bids will be solicited from known suppliers and/or contractors and shall be publicly advertised. All parties interested in bidding will be provided with clear and accurate description of the technical requirements of the material, product or service to be procured, as well as any other requirement which offers must fulfill, and all other factors to be used in evaluating bids or proposals.

In the event an insufficient number of bids are received, or the bids are unacceptable, the work may be re-bid or alternative procurement procedures shall be used as outlined in the Common Rule.

Awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the procurement.

Consideration shall be given to price, as well as such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources and workload of the contractor.

Bids will be approved by the Commission with the assistance of the appropriate department head, grant administrator or, engineer/inspector.

Code of Conduct in the Procurement of Goods and Services

All elected officials and employees shall adhere to the following standards for conduct in the procurement of goods and services by City of Pittsburg, Kansas:

1. No elected official or employee shall solicit or accept gratuities, favors or anything of monetary value from either contractors or potential contractors of the City.
2. No elected official or employee shall restrict the free and open competition by Contractors or potential contractors in the procurement of goods and services through conflict of interest, discriminatory or noncompetitive practices or other methods which may restrict or eliminate competition or otherwise restrain trade.
3. No member of the Governing Body, building code inspector, or any other person who exercises any functions or responsibilities with respect to the program shall be assisted by this grant during his/her tenure or for one year thereafter, shall have ANY direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
4. Any elected official or employee who purposely violates the spirit and intent of this statement shall be disciplined according to the personnel policies of the City.

Division of Responsibilities

The Southeast Kansas Regional Planning Commission

- Grant administration and;
- Assist with Application Intake
- Client income verification
- Contractor procurement
- Client file maintenance

SEKRPC Housing Inspector/Assessor

- Rehabilitation Work write-ups & cost estimates
- Perform Lead assessments and clearance tests
- Site Inspections and Contractor Payment Authorizations
- Material and Contract compliance inspections
- Initiate work change orders

Citizen's Advisory Board on Neighborhood Revitalization

- Review and recommend adoption of Housing Plan and Relocation Policy
- Review and recommend approval of selection of houses for rehabilitation
- Review and recommend approval of award of bids
- Act as the complaint resolution panel

Pittsburg City Commission

- Approval of the Housing Plan & Relocation Policy
- Approval of recommended selection of houses for rehabilitation
- Reviews and approves award of bids for grant contract(s)

Community Development & Housing Office

- Signs contracts
- Approves Contract Change Orders
- Approves Contract Time Extensions
- Reviews Cash requests

Pittsburg Building Code Inspector

- Provide initial building code inspection
- Issue report stating building code violations
- Provide interval inspections if necessary
- Provide final inspection & approval of work completed.

Procedure to Procure Rehabilitation Contractors

1. Newspaper ads will be placed in area newspapers calling for interested contractors to contact the grant administrator for contracting specifications. Known contractors or contractors who have expressed an interest in notification will be mailed a solicitation letter.

2. Organizations for minority and women owned companies and minority and women owned companies shall be mailed solicitation notices requesting them to contract the grant administrator for sign-up documents.
3. Contractors who have contacted the administrator are sent all sign-up documents.
4. Interested contractors must return the contractor information form; a listing of references and a signed request form and fee to receive the sign-up packet containing the contract documents and material specifications. When the packet is mailed, the contractor is placed on the mailing list to receive all bid documents.
5. A Bid document is prepared which will contain work specifications on several homes, which will be sent to all contractor(s) who have completed the sign-up process.

General Bidding Instructions

1. All bids shall be submitted to the City by the time and date specified in the bid instructions.
2. All bidders must examine the work site.
3. All bidders must attend the pre-bid conference to be an eligible bidder.
4. No more than (3) contracts will be awarded to a single contractor per bid opening, unless waived by the City.
5. Prices must be offered for each individual work item listed on the bid.
6. All bids must be complete, mathematically correct, contain the homeowner's signature and be signed by the company owner.
7. Each successful bidder must satisfy the City as to their experience and competence to complete the work, their integrity and reliability.
8. The bidder shall base the bid on materials and equipment complying fully with the work write-ups and material specifications.
9. No contractor shall be interested in more than one bid for the work on each individual property. Collusion among bidders or the submission of more than one bid under different names by any firm or individual shall be cause for rejection
10. If any contractor is in doubt about the true meaning of the work write-ups or bidding procedure after attending the pre-bid conference, a request may be submitted for the interpretation to the Housing Administrator, PO Box 664, Chanute, KS 66720. An interpretation will be made only by addendum and a copy of such addendum will be mailed to each person attending the pre-bid conference and the City will not be responsible of any other interpretation of these documents.

11. Contracts will be awarded to the most responsible and qualified bidder(s) whose bid(s) is considered the lowest and best and conforms with all terms in the instruction for bidders, material terms and conditions of the Contract Documents and whose quality of performance on previous contracts has been acceptable. Consideration will also be given in awarding the bids to the bidder's ability to accomplish the work within the time specified.
12. The City reserves the right to reject any or all bids' or the City may accept or reject any part or parts of any bid made and the at the prices submitted for each respective part. If deemed practical by the City, it may waive any informality in the bids or any formalities or conditions herein outlined.
13. Contractors shall submit a certificate of insurance showing contractor liability and workman's Compensation in the amounts listed in the Contract Documents narrative.

Bid Opening and Awarding Procedures

1. Bids will be publicly opened at the place, date and time specified in the instructions for bidders
2. The Housing Administrator will analyze bids for completeness, accuracy and reasonableness and will recommend the bid awards to the Community Development Specialist. The Citizen's Advisory Board will review the bids and make recommendations on approval to the City Commission.
3. Contracts will then be sent to the winning contractors.

Civil Rights, Fair Housing, and Equal Employment Opportunities

No person shall, on the grounds of race, color, national origin, sex, age, disability or familial status, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. The Governing Body's housing rehabilitation program complies with the following Federal and State laws, rules, regulations, acts and executive orders:

- * Lead Based Paint Poisoning Prevention Act
- * Title VI of the Civil Rights Act of 1964
- * Title VIII of the Civil Rights Act of 1968, as amended
- * Section 109 , Housing & Community Development Act of 1974
- * Section 3 of the Housing & Urban Development Act of 1968
- * Section 503 of the Rehabilitation Act of 1973
- * Section 504 of the Housing and Development Act of 1973
- * Age Discrimination Act of 1975
- * Executive Order 11063
- * Executive Order 11246
- * Section 106(d)(5)(B) of Title I of the Housing Community Development Act of 1974
- * Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act)
- * Section 906 of the Cranston Gonzales National Affordable Housing Act
- * Section 912 of the Cranston-Gonzales National Affordable Housing Act
- * Fair Housing Act of 1988
- * Kansas Act against Discrimination

Detailed information on the above mentioned laws, rules, regulations and executive orders may be obtained from the Pittsburg City Clerk , the Southeast Kansas Regional Planning Commission , or the Kansas Housing Resources Corporation, Topeka, KS.

COMPLAINT PROCEDURES

All complaints or concerns regarding civil rights, fair housing, the administrator, the inspector, the contractor(s), the contractor's workmanship, the bid procedure(s), the awarding of the contracts etc., should first be made in writing and submitted to the Community Development Specialist. The Community Development Specialist will then observe the following procedure:

Level 1: The Community Development Specialist receives a written complaint.

The Community Development Specialist contacts the administrator if the controversy is regarding workmanship, client treatment, or contractor misunderstandings. The administrator will contact the inspector and contractor to meet on site and address the client or contractor concerns. A written resolution will be made to the complainant within 35 days of receiving the written complaint. A copy of the resolution will be forwarded to the Community Development Specialist.

The Community Development Specialist will immediately advance the complaint to level 2 if the complaint is on fair housing, civil rights, procurement or an environmental issue.

The complainant has the right to appeal the decision and must do so in writing to the Community Development Specialist within five days from date of the written resolution.

Level 2:

The written complaint concerning fair housing, civil rights, procurement, the environment *or an appeal of a previous decision* will be reviewed by the Mayor and the City Manager with the assistance of the Citizen's Advisory Board, the grant administrator, the City Attorney and the Community Development Specialist. If the complaint is a fair housing or civil rights concern, the City may submit the complaint to the Kansas Human Rights Commission, 130 S. Market, Wichita, KS for investigation and resolution.

After review, a written decision will be made to the complainant and the City Commission within 35 days after the date the appeal was received.

The complainant has the right to appeal the decision and must do so in writing to the Community Development Specialist within five days from date of the written resolution.

Level 3: The Community Development Specialist receives a written *appeal* from the complainant.

The City Commission will review the appeal with assistance from the City Attorney, the Community Development Specialist and grant administrator. All written evidence will be made available to the Commission for their deliberation. The Commission shall present a written resolution to the complainant within (15) days after the date the appeal was received.

REHABILITATION APPLICATION SELECTION PROCESS

PRIORITY RATING PROCEDURE

Selection of homes for rehabilitation will be based on the following procedure if the City receives a large quantity of eligible applications in excess to available funds.

1st Priority: Completed applications from eligible households (those that have income documentation, with all supporting documents attached), which were received by The City of Pittsburg Community Development & Housing Office by February 29th, 2012. All applications will be rated in accordance with the below point system. ***If, after the inspection of all the homes in the first priority group, there are insufficient funds to address all HOME Code Standard violations and Lead paint reduction work; the applications will be served according to rank using the point system listed below.*** The number of points received and the estimated rehabilitation cost will serve as guides for the City to use in the selection of the recipients. ***Moderate-income persons cannot benefit to the exclusion of low-income persons.***

2nd Priority: All completed applications from eligible households received **after the deadline**. All applicants in this group will be held until the 1st priority group is inspected and bid out to contractors. If funds remain – the 2nd priority group will be inspected on a first come-first served basis until the grant funds are exhausted.

The point system is based on the percentage of the Low to Moderate Income limits as set forth under the paragraph of Applicant Eligibility and other criteria in conformance with the National Objective of Benefit to Low to Moderate Income Persons.

<u>Income:</u>	<u>Points</u>
1. 90% or above eligible income limit	0
2. 80 to 89% of eligible income limit	1
3. 70 to 79% of eligible income limit	2
4. 60 to 59% of eligible income limit	3
5. 50 to 49% of eligible income limit	4
6. 49% and below the eligible income limit	5

Household Characteristics:

1. Handicapped / Disabled Applicant	5
2. Elderly (62 and over)	5
3. Single Head of Household with dependent children	5
4. For each child	2

Other Factors

1. Revitalization District:	
Located within district	3
Located outside district	0

A. Monthly gross income: Sources:
 Husband \$ _____ from _____
 Wife \$ _____ from _____
 Other \$ _____ from _____
Total \$ _____

B. Assets:
 Cash on hand or in checking account \$ _____
 Savings, retirement accounts \$ _____
 Marketable securities, bonds, CD's \$ _____
 Equity in real estate \$ _____
 All other assets \$ _____
 (Except furniture, auto, personal effects, clothing)
Total assets \$ _____

Bank name and address _____

Savings & Loan name and address _____

Other deposits _____

C. Monthly housing expenses:
 Mortgage payments/rent \$ _____
 Hazard insurance \$ _____
 Real property taxes: Special assessments: \$ _____
 Utilities \$ _____
 Other \$ _____
 Total monthly expenses \$ _____

D. Value of property (your opinion) \$ _____

E. Age of your house _____

F. What work does your house need:

G. Penalty for false or fraudulent statement: _____ Initial _____ Initial
 U.S.C. Title 18, Section 1001, provides, "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or make any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both."

H. Certification by applicant(s): _____ Initial _____ Initial
 The applicant certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining a grant, under the Community Development Block Grant program of the City of Iola, and is true and complete to the best of the applicant's knowledge and belief, and that the applicant has read the above statement (Paragraph G) and understands the penalty for false or fraudulent statements.

The applicant further certifies that he is the owner/renter of the property described in this application, and that the rehabilitation grant proceeds will be used only for the work and materials necessary to meet the rehabilitation code standards, as applicable, which are prescribed for the property described in this application. If the Housing Rehabilitation Board determines that the rehabilitation grant proceeds will not or cannot be used for the purposes described herein, the applicant agrees that the proceeds shall be returned herewith, in full, to the Government, and acknowledges that, with respect to such proceeds so returned, he shall have no further interest right, or claim.

The applicant covenants and agrees that he will comply with all requirements imposed by or pursuant to regulations of the Secretary of Housing & Urban Development effectuating Title VI of the Civil Rights Act of 1964 (78 Stat. 252). The applicant agrees not to discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental, use or occupancy of the real property with assistance of the grant. The United States shall be deemed to be a beneficiary of these provisions both for and in its own right and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit these provisions have been provided and shall have the right, in the event of any breach of these provisions, to maintain any actions or suits at law or in equity or any other proper proceedings to enforce the curing of such breach.

Verification of any of the information contained in this application may be obtained from any source named herein.

Date	Signature of Owner
Date	Signature of Spouse
Date	Signature of Leinholder (if required)

WAIVER OF LIABILITY

I hereby release the (City/County) of _____, Kansas, from any and all claims of liability arising from the _____ Housing Rehabilitation project.

Date	Signature of Owner
Date	Signature of Spouse

NOTE: *No application will be processed without the following documents:*

1. Proof of household income for all occupant(s) age 18 & older. Payroll stub(s) for the most recent full month worked or employer written note noting gross income for the most recent full month worked - And a Copy of last filed Income tax form 1040 (front & back of 1040 only). For Social Security – need award letter from Social Security for 2003 or bank statement showing SSN automatic deposit.
2. Signed Release and Consent Form (Attachment A)
3. Verification of property ownership
4. Copy of most current County appraisal showing fair market value
5. Verification of current property insurance.
6. Copy of current bank statement.

For Office use only

DATE RECEIVED BY CITY / SEKRPC: _____

Date received all above supporting Documentation: _____ Approved () Rejected()

Reason for Rejection: _____

Rating points: _____ **worksheet attached** Signed: _____ date _____

Income Defined

Annual income for purposes of the HOME program is defined by HUD Section 8 (24 CFR 5.609) as follows:

Annual income means all amounts, monetary or not, which:

1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
2. Are anticipated to be received from a source outside the family during the period applicable to the program or activity for which the information is required (i.e., housing rehabilitation, income surveys, etc.); and
3. Which are not specifically excluded herein. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used for deductions in determining income. All allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided by Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
3. Interest, dividends and other net income of any kind from real or personal property. Expenditures from amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in point 2 of this section. Any withdrawal of cash or assets from an investment will be included in income except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$55,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided under paragraph [13] under income exclusions);
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see paragraph [3] under income exclusions);
6. Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus:
 - The maximum amount that the welfare assistance agency could, in fact, allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentages.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and
8. All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph [7] of income exclusions).

Annual income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph [5] of included income);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the education institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received by a person under training programs funded by HUD;
 - Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
 - Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including

training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program;

9. Temporary, nonrecurring or sporadic income (including gifts);
10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
14. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
15. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
16. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under any program to which the exclusions apply. The following types of income are subject to such exclusion:
 - Relocation payments made under Title II of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
 - The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
 - Payments to volunteers under the Domestic Volunteer Settlement Act;
 - Income derived from certain land of the United States that is held in trust for certain Indian tribes;
 - Payments or allowances made under the Department of Health and Human Services' Low-Income Energy Assistance Program;
 - Payments received from the Job Training Partnership Act;
 - Income derived from the disposition of funds of the Grand River Band of the Ottawa Indians;
 - The first \$7,000 of per capita shares received from judgment awards by the Indian Claims Commission or the Court of Claims or from lands held in trust for an Indian tribe by the Secretary of Interior.

(Attachment B)

MORTGAGE

Kansas Housing Resources Corporation
HOME Investment Program – Homeowner Rehabilitation

This Second Mortgage (hereinafter referred to as “Second Mortgage”) secures the payment of an indebtedness in the sum of up to \$_ .

THIS SECOND MORTGAGE is made this day of _ , 2 by and between , (hereinafter referred to as “Mortgagor”), and the **Kansas Housing Resources Corporation** (hereinafter referred to as “Mortgagee”), a corporation organized and existing under the laws of Kansas, whose address is, 611 S. Kansas Avenue, Suite 300, Topeka, Kansas 66603.

MORTGAGOR, in consideration of the indebtedness herein recited and the Second Mortgage Promissory Note (hereinafter referred to as "Note"), subject to other rights of any prior lien holder under a prior Mortgage or mortgage, for the purpose of securing the prompt repayment by Mortgagor of said indebtedness and all other sums payable hereunder and under said Note, and also for the purpose of securing the performance of and compliance with all of the terms, covenants, conditions, and warranties herein contained and contained in the Note, the Mortgagor does hereby Mortgage unto the Mortgagee, its successors and assigns the following described property located in the County of, State of Kansas:

(Insert Legal)

which has the address of _ (herein "**Property Address**");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property covered by this Mortgage; and all the foregoing, together with said property are herein referred to as the "**Property**";

TO SECURE to Mortgagee the payment of the indebtedness evidenced by Mortgagor’s Note dated _ , 2_ , in the principal sum of _ and No/100 Dollars, with no interest thereon, and the payments of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Second Mortgage; and the performance of the covenants and agreements of Mortgagor herein contained.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed, that the Property is subject to a first Mortgage or mortgage and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed on a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee’s interest in the Property.

Mortgagor and Mortgagee covenant and agree as follows:

1. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal of and interest on indebtedness evidenced by the Note, including late charges and attorney’s fees, if applicable, as provided in the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgagee under the Note and Paragraph 1 hereof shall be applied by Mortgagee first in payment of interest payable on the Note, then to the principal of the Note.

3. Charges; Liens. Mortgagor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage in accordance with the first mortgage. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments upon request. Except for the first Mortgage or mortgage on the Property, Mortgagor shall promptly discharge any lien which has priority over this Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, wind, and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagee; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums upon request.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. Preservation and Maintenance of Property. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

6. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option, upon notice to Mortgagor and any prior lien holder, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, (including, but not limited to, disbursements of reasonable attorney's fees and entry upon the Property to make repairs). If the Property is abandoned by the Mortgagor, Mortgagee may enter upon the Property to secure the premises to protect Mortgagee's interest in the Property.

Any amounts disbursed by Mortgagee pursuant to this Paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

7. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to Mortgagee's interest in the Property.

8. Condemnation. Subject to the rights of any prior lien holder under a prior mortgage or Mortgage on the Property, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

9. Mortgagor Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

10. Forbearance by Mortgagee Not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of Paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

14. Governing Law; Severability. This Mortgage shall be governed by the laws of the State of Kansas. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

15. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

16. Transfer of the Property or a Beneficial Interest in Mortgagor. Excluding a transfer to a prior lien holder under a prior mortgage or Mortgage, if all or any part of the Property or any interest in it is sold, foreclosed, or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Security Instrument.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor and the senior lien holder prior written notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

Notwithstanding Mortgagee's right to invoke any remedies hereunder, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the senior lien holder at least sixty (60) days prior written notice and the opportunity to cure any default hereunder.

17. Acceleration; Remedies. Except as provided in Paragraph 16 hereof, upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee prior to acceleration shall mail notice to Mortgagor and to any prior lien holder as provided in Paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Mortgagor to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without demand, and may invoke the power of sale and any other remedies permitted by applicable law. Mortgagee shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided herein, including, but not limited to, reasonable attorney's fees.

The Mortgagee's right to convey the property hereunder shall be subject and subordinate to the rights of any prior lien holder under a prior mortgage or Mortgage on the Property. A default under this Mortgage shall constitute a default under the First Mortgage and Second Mortgage, entitling the senior lien holder with the right to exercise all rights and remedies under the First Mortgage and Second Mortgage.

If the Mortgagor omits or misrepresents a material fact in an application for the loan evidenced by this Mortgage or any documents executed in connection with the loan, then Mortgagee may exercise any remedies available herein and permitted by law, including the acceleration of all payments due on the Note.

18. Mortgagor's Right to Reinstate. Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of

the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage and in enforcing Mortgagee's remedies as provided in Paragraph 17 hereof, including, but not limited to, reasonable attorney's fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Release. Upon payment of all sums secured by this Mortgage or the end of the three year compliance period described in Section 20, Mortgagee shall release this Mortgage. Mortgagor shall be responsible for the cost of recording said release.

20. HOME Investment Partnership Program: Mortgagee is assisting in the financing of the rehabilitation of the Property with a loan from funds made available under the Home Investment Partnerships Program, (hereinafter referred to as the "HOME Program"), as described in Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), and 24 CFR Part 92, and pursuant to the rules and regulation promulgated thereunder and the requirements of the Mortgagee which administers the HOME Program. The loan is made without a charge for interest on the outstanding principal balance of said loan and is subject to principal reductions as provided in the Note and in Section 21.

21. Principal Reduction. Principal amounts shall be reduced by a pro rata monthly reduction for each complete month the Mortgagor owns, occupies, maintains the property in a "standard condition" and maintains property insurance. At the end of the 36th month, this Second Mortgage is forgiven and released by Mortgagee.

22. Subordination. Mortgagor and Mortgagee acknowledge and agree that the Note and this Mortgage is subject and subordinate in all respects to the lien, terms, covenants and conditions of the First Mortgage on the Property, including all sums advanced for the purpose of (i) protecting or further securing the lien of the First Mortgage, curing defaults by the Mortgagor under the First Mortgage or for any other purpose expressly permitted by the First Mortgage or (ii) constructing, renovating, preparing, or equipping the Property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provision hereof in conflict therewith. In the event of a foreclosure of the First Mortgage, any provision herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Mortgagor's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his or her successors or assigns (other than the Mortgagor or a related entity of the Mortgagor), receiving title to the Property through a foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

This shall not be construed to indicate that Mortgagee must subordinate its interest in the property to any subsequent First Mortgage that shall come into being should the Buyer determine to refinance the property. Certain restrictions have been placed on the property through the covenants detailed in Section 20, and these covenants shall remain binding unless specifically waived in writing by Mortgagee.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

Signature

(Print or type Mortgagor's Name Here)

Signature

(Print or type Mortgagor's Name Here)

STATE OF KANSAS)
) ss
COUNTY OF _____)

On this __day of _____, 201_, before me personally appeared _____ and _____ to be known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same for the purposes therein stated.

WITNESS, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission expires: _____
Public in and for said County and State

Notary

(Print or type Notary's Name Here)

City of Pittsburg

Relocation Policy

Income eligible Pittsburg Homeowners may access the HOME program by voluntarily filling out a Pittsburg housing rehabilitation application and submitting it to the city along with income documentation for household eligibility, verification of dwelling insurance coverage, proof of paid real estate taxes, current real estate appraisal etc. When making application, the Homeowner certifies he/she will follow the HOME rules and regulations. The HOME housing rehabilitation program is governed by a code of regulations that implement the Residential Lead-Based Paint Hazard Reduction Act of 1992. The HUD lead paint regulations for the HOME program are found at 29 CFR 35 subpart B, J and R.

In accordance with the above regulations, it may be necessary to temporarily relocate rehabilitation occupants to protect them from lead-based paint hazards associated with rehabilitation activities. If relocation is necessary, occupants shall not be permitted to enter the rehabilitation worksite during activities that are disturbing and/or repairing lead based paint until the rehabilitation work has been completed and clearance, if required, has been achieved.

Relocation will be required if lead based paint is repaired or disturbed within a dwelling where a child of less than 72 months resides unless the worksite can be contained during the rehabilitation process. Residents will be advised whether rehabilitation activities will either repair or disturb lead based paint that will facilitate the relocation of the household.

Occupants shall be temporarily relocated before and during the aforementioned rehabilitation activities to a suitable, decent, safe and similarly accessible dwelling unit that does not have lead-based paint hazards **except if:**

1. The rehabilitation work will not disturb lead-based paint, create dust-lead hazards or soil-lead hazards.
2. Only the exterior of the dwelling unit is being rehabilitated and intakes and other openings in or near the rehabilitation worksite are sealed during the rehabilitation process and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards and debris is provided.
3. The rehabilitation of the interior lead hazards inside the dwelling will be completed within one period of 8-daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards.
4. Treatment of the interior will be completed within 5 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas; treatment does not create other safety, health or environmental hazards; and at the end of work on each day, the worksite and the area within at least 10 feet of the containment areas is cleaned to remove any visible dust or debris,

and occupants have safe access to sleeping areas, and bathroom and kitchen facilities.

5. Occupants over the age of 62 are permitted to request a waiver of relocation when it would normally be required. Prior to signing the "waiver of relocation" occupants must be fully informed of the dangers of being exposed to lead dust and debris and shall agree not to have small children or pregnant women visit in their homes until lead clearance has been achieved.

The City of Pittsburg will pay the current daily rate up to \$90.00 per day for the relocation dwelling of the homeowner's choosing which has been certified to be safe, decent and lead safe.

If it becomes necessary to remove the occupants' belongings from the dwelling, the occupant will be responsible for packing and moving their own property to a safe and secure holding facility of their choosing until rehabilitation and clearance has been achieved. A stipend of \$200.00 will be paid to the Homeowner for moving expenses. While it is recognized that this may not cover the actual cost of these activities, it does represent a contribution towards the financial burden of relocation.

The occupants may move themselves and their belongings back into their dwelling after the dwelling has achieved lead clearance and the lead assessor has issued the Homeowner the clearance report along with a "notification of re-occupancy". Relocation benefits will end 48 hours after the issuance of the notification of re-occupancy.

If relocation is required, only the general contractor and his/her workers who are trained in lead safe work practices, shall be permitted to enter the work-site until lead clearance has been achieved.

Approved by the City Commission of Pittsburg this _____ day of _____, 2012.

Signed: Mayor of Pittsburg

Attest: City Clerk

(seal)

CITY OF PITTSBURG

HOMEOWNER VOLUNTARY RELOCATION AGREEMENT

I/ we have been informed that the contractor cannot perform the entire interior rehabilitation work and pass the clearance test in 8 hours, nor can the contractor complete the required work within 5 consecutive days and contain the hazards per the federal regulations.

Therefore, in order to accomplish the rehabilitation of the interior of my home, my family and I have voluntarily decided to relocate to another dwelling unit that has been certified by the project lead assessor to be decent and lead safe until the interior rehabilitation has been completed and the dwelling has passed the clearance exam. I understand and accept the following:

1. If the contractor cannot securely cover my belongings within the work-site to avoid lead dust contamination, I will be responsible for packing and removing my belongings from the dwelling to a safe and secure holding facility until rehabilitation and clearance has been achieved. Upon submission of a rental agreement or invoice the housing grant will pay up to a total of \$200.00 for moving expenses.
2. The rehabilitation program will pay the going rate of the motel and/or alternate housing cost up to \$90.00 per day. Payment will paid directly to the motel or an alternate housing unit or will be reimbursed to the Homeowner with properly submitted receipt(s).
3. After lead clearance has been achieved and I receive the "notification of re-occupancy", I/we may re-occupy the dwelling. I understand that relocation benefits will end 48 hours after the issuance of the notification of re-occupancy.

Signed:

Witness:

Occupant

Date

Signature

Date

Occupant

Date

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6804	SWEETWATER	R	12/15/2011			166862		1,977.90
6698	CHICKEN MARY'S	R	12/16/2011			166863		212.50
6693	CHARLES BASS	R	12/16/2011			166864		55.00
5506	MIKE E BROWN	R	12/16/2011			166865		130.00
4263	COX COMMUNICATIONS	R	12/16/2011			166866		42.28
0175	REGISTER OF DEEDS	R	12/16/2011			166867		42.00
6588	CHRISTY CLARK	R	12/16/2011			166868		400.00
1108	WESTAR ENERGY	R	12/16/2011			166869		55.43
6747	WILLIAM FRICK AND COMPANY	R	12/16/2011			166870		89.38
6780	EDITION ONE GROUP	R	12/19/2011			166871		1,765.00
0523	AT&T	R	12/19/2011			166872		6,222.65
0093	US POST OFFICE	R	12/20/2011			166875		12.00
6800	CHARLES D NIEGSCH	R	12/22/2011			166910		11,515.58
6801	J.A.C. ELECTRIC	R	12/22/2011			166911		1,105.48
6595	AMAZON.COM	R	12/22/2011			166912		14,672.52
6693	CHARLES BASS	R	12/22/2011			166914		30.00
5968	TYLER BRAY	R	12/22/2011			166915		30.00
4864	MIKE D BROWN	R	12/22/2011			166916		25.00
1	COOK, TROY	R	12/22/2011			166917		2,318.88
4263	COX COMMUNICATIONS	R	12/22/2011			166918		1,517.66
5942	MATT LEMON	R	12/22/2011			166921		75.00
0094	M&I BANK	R	12/22/2011			166922		500.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	RECTOR, KAMBERIA L.	R	12/22/2011			166923		55.50
6734	KYLE ROBISON	R	12/22/2011			166924		30.00
1	AT&T	R	12/30/2011			166925		809.73
4263	COX COMMUNICATIONS	R	12/30/2011			166926		22.84
1	HEART OF THE HEARTLANDS	R	12/30/2011			166927		5,000.00
0380	KANSAS DEPARTMENT OF REVENUE	R	12/30/2011			166928		600.00
1	LAMB, MIKE	R	12/30/2011			166929		345.00
5589	VERIZON WIRELESS	R	12/30/2011			166930		5,027.73
1108	WESTAR ENERGY	R	12/30/2011			166933		34.78
1552	ETS DEVELOPMENT GROUP LLC	R	1/03/2012			166944		7,900.38
2004	AIRE MASTER	R	1/03/2012			166945		15.00
4205	AMERICAN BANKERS INS CO OF FL	R	1/03/2012			166946		3,936.00
6629	BVAC INC	R	1/03/2012			166947		522.00
1342	CCMFOA OF KANSAS	R	1/03/2012			166948		75.00
1369	CITY ATTORNEYS ASSOCIATION OF	R	1/03/2012			166949		35.00
5283	CLASS LTD	R	1/03/2012			166950		17.10
5759	COMMUNITY HEALTH CENTER OF SEK	R	1/03/2012			166951		181.00
0748	CONRAD FIRE EQUIPMENT INC	R	1/03/2012			166952		7,762.00
6807	ERA	R	1/03/2012			166953		668.56
6740	FELD FIRE	R	1/03/2012			166954		2,623.50
6358	FIRE X INC	R	1/03/2012			166955		105.50
6750	HW LOCHNER, BWR DIVISION	R	1/03/2012			166956		2,577.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5770	JOPLIN FREIGHTLINER SALES INC	R	1/03/2012			166957		668.10
0089	KANSAS ASSOCIATION CHIEFS OF P	R	1/03/2012			166958		50.00
6492	KANSAS ECONOMIC PROGRESS COUNC	R	1/03/2012			166959		100.00
4247	KANSAS MAYORS ASSOC.	R	1/03/2012			166960		50.00
6656	KNIPP EQUIPMENT INC	R	1/03/2012			166961		3,611.15
6214	PITT PLASTICS INC	R	1/03/2012			166962		1,526.98
6536	POLYDYNE INC	R	1/03/2012			166963		1,606.50
1876	PRICE BROTHERS EQUIPMENT	R	1/03/2012			166964		800.00
6809	RICHARD GILMORE PLUMBING	R	1/03/2012			166965		4,250.00
6795	SCORETRONICS INC	R	1/03/2012			166966		1,294.35
6142	SEILER INSTRUMENT & MFG CO INC	R	1/03/2012			166967		13,685.00
6716	SID BOEDEKER SAFETY SHOE SERVI	R	1/03/2012			166968		213.99
6811	SYMBOL ARTS	R	1/03/2012			166969		695.00
6537	TED SYSTEMS LLC	R	1/03/2012			166970		1,035.00
6810	TEMPEST TECHNOLOGY	R	1/03/2012			166971		51.27
6808	THE FLAG LOFT	R	1/03/2012			166972		401.00
2350	WCA WASTE SYSTEMS INC	R	1/03/2012			166973		1,153.17
0011	AMERICAN ELECTRIC INC	E	12/14/2011			999999		221.70
0039	BATTERY MART INC	E	12/14/2011			999999		12.95
0039	BATTERY MART INC	E	12/21/2011			999999		98.85
0044	CRESTWOOD COUNTRY CLUB	E	12/14/2011			999999		234.95
0046	ETTINGERS OFFICE SUPPLY	E	12/14/2011			999999		1,627.58

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	12/21/2011			999999		661.63
0054	JOPLIN SUPPLY COMPANY	E	12/14/2011			999999		2,797.78
0055	JOHN'S SPORT CENTER	E	12/14/2011			999999		214.97
0055	JOHN'S SPORT CENTER	E	12/21/2011			999999		245.97
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	12/14/2011			999999		655.50
0063	LOCKE WHOLESALE SUPPLY	E	12/14/2011			999999		588.70
0063	LOCKE WHOLESALE SUPPLY	E	12/21/2011			999999		133.00
0068	BROOKS PLUMBING LLC	E	12/14/2011			999999		495.40
0068	BROOKS PLUMBING LLC	E	12/21/2011			999999		189.47
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	12/14/2011			999999		14.49
0078	SUPERIOR LINEN SERVICE	E	12/14/2011			999999		306.42
0078	SUPERIOR LINEN SERVICE	E	12/21/2011			999999		244.21
0083	WATER PRODUCTS INC	E	12/14/2011			999999		14,107.61
0083	WATER PRODUCTS INC	E	12/21/2011			999999		2,158.48
0084	INTERSTATE EXTERMINATOR, INC.	E	12/14/2011			999999		335.00
0084	INTERSTATE EXTERMINATOR, INC.	E	12/21/2011			999999		70.00
0087	FORMS ONE	E	12/14/2011			999999		2,206.33
0088	D & H LEASING INC	E	12/21/2011			999999		141.54
0101	BUG-A-WAY INC	E	12/14/2011			999999		55.00
0101	BUG-A-WAY INC	E	12/21/2011			999999		80.00
0105	PITTSBURG AUTOMOTIVE INC	E	12/14/2011			999999		4,050.21
0105	PITTSBURG AUTOMOTIVE INC	E	12/21/2011			999999		779.66

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0112	MARRONES INC	E	12/14/2011			999999		190.45
0112	MARRONES INC	E	12/21/2011			999999		205.50
0117	THE MORNING SUN	E	12/14/2011			999999		1,659.81
0117	THE MORNING SUN	E	12/21/2011			999999		312.86
0128	VIA CHRISTI HOSPITAL	E	12/21/2011			999999		1,665.00
0129	PROFESSIONAL ENGINEERING CONSU	E	12/14/2011			999999		57,710.66
0133	JIM RADELL CONSTRUCTION INC	E	12/14/2011			999999		9,357.00
0133	JIM RADELL CONSTRUCTION INC	E	12/21/2011			999999		5,100.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	12/21/2011			999999		14,500.00
0145	BROADWAY LUMBER COMPANY, INC.	E	12/14/2011			999999		727.01
0145	BROADWAY LUMBER COMPANY, INC.	E	12/21/2011			999999		352.88
0146	CHAPMAN'S LOCKSMITHING	E	12/14/2011			999999		462.00
0154	BLUE CROSS & BLUE SHIELD	D	12/16/2011			999999		24,802.63
0154	BLUE CROSS & BLUE SHIELD	D	12/23/2011			999999		34,017.68
0154	BLUE CROSS & BLUE SHIELD	D	12/30/2011			999999		18,978.47
0163	O'REILLY AUTOMOTIVE INC	E	12/14/2011			999999		74.48
0163	O'REILLY AUTOMOTIVE INC	E	12/21/2011			999999		331.74
0185	MISSION CLAY PRODUCTS LLC	E	12/14/2011			999999		603.56
0194	KANSAS STATE TREASURER	E	12/14/2011			999999		6,771.45
0199	KIRKLAND WELDING SUPPLIES	E	12/14/2011			999999		222.39
0199	KIRKLAND WELDING SUPPLIES	E	12/21/2011			999999		30.32
0200	SHERWIN WILLIAMS COMPANY	E	12/14/2011			999999		1,090.88

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0200	SHERWIN WILLIAMS COMPANY	E	12/21/2011			999999		2,751.35
0201	SPICER-ADAMS WELDING, INC.	E	12/21/2011			999999		101.76
0207	PEPSI-COLA BOTTLING CO OF PITT	E	12/14/2011			999999		1,076.75
0224	KDOR	D	12/21/2011			999999		594.42
0272	BO'S 1 STOP INC	E	12/14/2011			999999		193.63
0273	CHIEF SUPPLY CORPORATION	E	12/21/2011			999999		160.90
0276	JOE SMITH COMPANY, INC.	E	12/14/2011			999999		156.86
0292	UNIFIRST CORPORATION	E	12/14/2011			999999		43.44
0292	UNIFIRST CORPORATION	E	12/21/2011			999999		93.64
0294	COPY PRODUCTS INC	E	12/21/2011			999999		3,342.74
0300	PITTSBURG FORD-MERCURY, INC.	E	12/14/2011			999999		774.91
0306	CASTAGNO OIL CO INC	E	12/14/2011			999999		738.36
0308	DOBRAUC OIL COMPANY INC	E	12/14/2011			999999		953.70
0317	KUNSHEK CHAT & COAL CO, INC.	E	12/14/2011			999999		20,557.97
0321	KP&F	D	12/22/2011			999999		323.85
0328	KANSAS ONE-CALL SYSTEM	E	12/14/2011			999999		351.40
0329	O'MALLEY IMPLEMENT CO INC	E	12/21/2011			999999		91.78
0332	PITTCRAFT PRINTING	E	12/14/2011			999999		260.00
0332	PITTCRAFT PRINTING	E	12/21/2011			999999		24.00
0339	GENERAL MACHINERY	E	12/14/2011			999999		1,211.11
0339	GENERAL MACHINERY	E	12/21/2011			999999		286.02
0345	VICTOR L PHILLIPS CO	E	12/14/2011			999999		206.04

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0345	VICTOR L PHILLIPS CO	E	12/21/2011			999999		64.67
0347	LYNN'S QUICK LUBE	E	12/14/2011			999999		37.95
0348	TYRELL'S SERVICE INC	E	12/14/2011			999999		48.81
0375	CONVENIENT WATER COMPANY	E	12/14/2011			999999		35.00
0375	CONVENIENT WATER COMPANY	E	12/21/2011			999999		10.00
0412	NAN MCKAY & ASSOCIATES	E	12/21/2011			999999		224.00
0420	CONTINENTAL RESEARCH CORP	E	12/14/2011			999999		354.14
0431	SOUND TUNING	E	12/21/2011			999999		95.00
0436	ZEP MANUFACTURING COMPANY	E	12/21/2011			999999		151.35
0512	CALIFORNIA CONTRACTORS SUPPLIE	E	12/14/2011			999999		179.40
0516	AMERICAN CONCRETE CO INC	E	12/14/2011			999999		160.75
0516	AMERICAN CONCRETE CO INC	E	12/21/2011			999999		3,588.14
0525	3M	E	12/14/2011			999999		686.25
0534	TYLER TECHNOLOGIES	E	12/14/2011			999999		390.00
0551	DATA FLOW	E	12/14/2011			999999		179.04
0585	MOLLE MC AUTOMOTIVE INC	E	12/14/2011			999999		311.95
0589	BERRY TRACTOR & EQUIPMENT	E	12/21/2011			999999		17,957.05
0597	MIDWEST MINERALS INC	E	12/14/2011			999999		1,587.69
0623	CALVIN JONES	E	12/21/2011			999999		2,640.00
0627	BOETTCHER SUPPLY INC	E	12/14/2011			999999		23.64
0631	TRI-STATE BUILDING & SUPPLY CO	E	12/14/2011			999999		775.00
0636	SAM BROWN & SON SHEET METAL	E	12/14/2011			999999		245.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0669	RANDY VILELA	E	12/21/2011			999999		1,080.00
0690	TREASURED IMAGES	E	12/21/2011			999999		45.05
0709	BATES SALES COMPANY INC	E	12/14/2011			999999		11.26
0710	HOLLAND ALIGNMENT	E	12/21/2011			999999		207.39
0746	CDL ELECTRIC COMPANY INC	E	12/14/2011			999999		960.54
0753	CRAWFORD COUNTY MENTAL HEALTH	E	12/21/2011			999999		11,558.65
0803	OLD DOMINION BRUSH CO	E	12/21/2011			999999		2,188.68
0805	BROADWAY ANIMAL HOSPITAL	E	12/14/2011			999999		1,551.00
0805	BROADWAY ANIMAL HOSPITAL	E	12/21/2011			999999		60.00
0806	JOHN L CUSSIMANIO	E	12/14/2011			999999		158.00
0812	PICHLER'S CHICKEN ANNIES	E	12/14/2011			999999		145.00
0823	TOUCHTON ELECTRIC INC	E	12/21/2011			999999		5,758.43
0837	BLACKBURN MANUFACTURING CO	E	12/14/2011			999999		96.36
0947	TOM SLAUGHTER	E	12/14/2011			999999		1,050.00
1013	SAFETY FIRST SUPPLY CO., LLC	E	12/14/2011			999999		105.20
1050	KPERS	D	12/22/2011			999999		874.05
1256	ANDERSON ENGINEERING INC	E	12/14/2011			999999		322.85
1327	KBI	D	12/16/2011			999999		240.00
1478	KANSASLAND TIRE OF PITTSBURG	E	12/14/2011			999999		2,428.02
1478	KANSASLAND TIRE OF PITTSBURG	E	12/21/2011			999999		835.26
1490	ESTHERMAE TALENT	E	12/14/2011			999999		100.00
1490	ESTHERMAE TALENT	E	12/21/2011			999999		31.25

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:12/14/2011 THRU 1/03/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1500	GIRARD TARPS INC	E	12/14/2011			999999		40.00
1617	KANSAS EMPLOYMENT SECURITY FUN	D	12/29/2011			999999		4,382.86
1631	EVERYTHING SEW SEW	E	12/14/2011			999999		168.50
1631	EVERYTHING SEW SEW	E	12/21/2011			999999		46.50
1733	BOYD METALS OF JOPLIN INC	E	12/14/2011			999999		458.75
1733	BOYD METALS OF JOPLIN INC	E	12/21/2011			999999		491.35
1792	B&L WATERWORKS SUPPLY INC	E	12/14/2011			999999		460.53
2005	GALLS INCORPORATED	E	12/14/2011			999999		264.11
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	12/21/2011			999999		2,051.36
2035	O'BRIEN ROCK CO., INC.	E	12/14/2011			999999		2,182.87
2111	DELL MARKETING L.P.	E	12/14/2011			999999		5,551.98
2134	PENELOPE W. ARMSTRONG	E	12/14/2011			999999		37.50
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	12/14/2011			999999		27,438.66
2433	THE MORNING SUN	E	12/14/2011			999999		420.95
2664	UNIVAR USA INC	E	12/14/2011			999999		1,554.00
2707	THE LAWNSCAPE COMPANY, INC.	E	12/14/2011			999999		1,071.40
2825	KANSAS DEPT OF ADMINISTRATION	E	12/14/2011			999999		544.66
2960	PACE ANALYTICAL SERVICES INC	E	12/14/2011			999999		1,407.00
2960	PACE ANALYTICAL SERVICES INC	E	12/21/2011			999999		673.00
3079	COMMERCE BANK	D	12/22/2011			999999		14,511.95
3192	MUNICIPAL CODE CORP	E	12/14/2011			999999		726.00
3248	AIRGAS USA LLC	E	12/14/2011			999999		161.60

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3248	AIRGAS USA LLC	E	12/21/2011			999999		29.33
3261	PITTSBURG AUTO GLASS	E	12/14/2011			999999		120.00
3281	USA BLUE BOOK	E	12/21/2011			999999		236.13
3571	LARRY'S DIESEL REPAIR LLC	E	12/21/2011			999999		518.77
3697	LR ENTERPRISES LLC	E	12/14/2011			999999		66.60
3697	LR ENTERPRISES LLC	E	12/21/2011			999999		5.90
3802	BRENNTAG MID-SOUTH INC	E	12/14/2011			999999		7,121.00
3971	FASTENAL COMPANY	E	12/14/2011			999999		925.86
3972	WASHINGTON ELECTRONICS INC	E	12/14/2011			999999		1,186.85
3972	WASHINGTON ELECTRONICS INC	E	12/21/2011			999999		449.00
4022	THOMAS W. HETER	E	12/14/2011			999999		250.00
4126	EMERGENCY MEDICAL PRODUCT INC	E	12/14/2011			999999		128.40
4126	EMERGENCY MEDICAL PRODUCT INC	E	12/21/2011			999999		282.87
4133	T.H. ROGERS HOMECENTER	E	12/14/2011			999999		472.08
4133	T.H. ROGERS HOMECENTER	E	12/21/2011			999999		398.33
4183	BARBIZON LIGHT OF THE ROCKIES	E	12/14/2011			999999		661.66
4186	KEN WILKERSON	E	12/14/2011			999999		3,420.00
4277	AMERICAN EQUIPMENT CO	E	12/14/2011			999999		903.30
4307	HENRY KRAFT, INC.	E	12/14/2011			999999		79.20
4307	HENRY KRAFT, INC.	E	12/21/2011			999999		92.48
4312	GOLD MECHANICAL INC	E	12/14/2011			999999		1,046.44
4354	LIFESTYLE LEASING INC	E	12/14/2011			999999		3,100.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	12/14/2011			999999		183.24
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	12/21/2011			999999		145.12
4447	CMC INC	E	12/21/2011			999999		410.90
4501	JAMES D PATTERSON	E	12/14/2011			999999		340.52
4618	TRESA NOYES	E	12/14/2011			999999		553.00
4624	COVERT ELECTRIC MACHINERY, INC	E	12/14/2011			999999		760.15
4638	SOUND PRODUCTS	E	12/14/2011			999999		46.35
4766	ACCURATE ENVIRONMENTAL	E	12/14/2011			999999		826.12
5008	DAVE'S TRENCHING & BACKHOE	E	12/14/2011			999999		415.52
5015	IN THE GARDEN	E	12/14/2011			999999		2,085.00
5137	KANSAS RECREATION & PARKS ASSO	E	12/20/2011			999999		510.00
5185	FERGUSON ENTERPRISES INC (LENE	E	12/14/2011			999999		24,307.00
5275	US LIME COMPANY-ST CLAIR	E	12/14/2011			999999		11,364.84
5295	SPRINGFIELD BLUEPRINT	E	12/21/2011			999999		109.50
5552	NATIONAL SIGN CO INC	E	12/14/2011			999999		450.00
5552	NATIONAL SIGN CO INC	E	12/21/2011			999999		450.00
5566	VINYLPLEX INC	E	12/14/2011			999999		624.00
5590	HD SUPPLY WATERWORKS LTD	E	12/14/2011			999999		52,642.90
5635	LASER EQUIPMENT INC	E	12/14/2011			999999		401.71
5725	RED THE UNIFORM TAILOR INC	E	12/14/2011			999999		278.87
5855	SHRED-IT USA INC	E	12/14/2011			999999		149.18
5892	LAFORGE AND BUDD CONSTRUCTION	E	12/28/2011			999999		186,764.12

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5904	TASC	D	12/22/2011			999999		7,267.50
6029	GARSITE/PROGRESS LLC	E	12/14/2011			999999		556.56
6103	ED MCCULLOUGH	E	12/21/2011			999999		130.00
6117	ALEXANDER OPEN SYSTEMS INC	E	12/14/2011			999999		2,220.00
6117	ALEXANDER OPEN SYSTEMS INC	E	12/21/2011			999999		1,110.00
6118	CHOICE TECHNOLOGY LLC	E	12/21/2011			999999		1,781.00
6131	MCELROY METAL INC	E	12/14/2011			999999		382.53
6175	HENRY C MENGHINI	E	12/14/2011			999999		20.14
6175	HENRY C MENGHINI	E	12/21/2011			999999		33.40
6191	MARADETH FREDERICK	E	12/14/2011			999999		600.00
6203	SOUTHWEST PAPER CO INC	E	12/21/2011			999999		173.32
6232	ASPHALT & FUEL SUPPLY LLC	E	12/14/2011			999999		39,130.00
6232	ASPHALT & FUEL SUPPLY LLC	E	12/21/2011			999999		12,500.01
6262	CLEAN THE UNIFORM COMPANY	E	12/14/2011			999999		533.87
6262	CLEAN THE UNIFORM COMPANY	E	12/21/2011			999999		177.95
6309	TAMMY FRYE	E	12/14/2011			999999		800.00
6508	JOHN H BAILEY	E	12/14/2011			999999		700.00
6524	ELLIOTT EQUIPMENT CO	E	12/14/2011			999999		5,886.00
6652	JOHNNY VILELA	E	12/14/2011			999999		1,685.00
6721	LLOYDS TRASH SERVICE	E	12/21/2011			999999		26.78
6767	CHRIS SELLERS	E	12/14/2011			999999		4,312.00
6785	MCCONNELL & ASSOCIATES CORP	E	12/21/2011			999999		41,126.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6789	GARY WAYNE HOLLAND	E	12/14/2011			999999		10,643.46

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	61	112,345.31	15.42CR	112,329.89
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	105,993.41	0.00	105,993.41
EFT:	194	701,507.58	6.68CR	701,500.90
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	265	919,846.30	22.10CR	919,824.20
BANK: 80144	TOTALS:	265	919,846.30	22.10CR	919,824.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0044	CRESTWOOD COUNTRY CLUB	E	1/03/2012			999999		233.00
0056	JOPLIN GLOBE	E	12/23/2011			999999		159.71
0105	PITTSBURG AUTOMOTIVE INC	E	1/03/2012			999999		153.70
0183	PRO-PRINT INC	E	12/19/2011			999999		99.15
0751	ULTRA-CHEM INC	E	12/19/2011			999999		173.64
0866	AVFUEL CORPORATION	E	1/03/2012			999999		35.00
0866	AVFUEL CORPORATION	E	12/19/2011			999999		27,848.92
0866	AVFUEL CORPORATION	E	12/23/2011			999999		27,042.98
1008	BENJAMIN M BEASLEY	E	12/15/2011			999999		400.00
1040	ELIJAH TOUCHTON	E	12/15/2011			999999		235.00
1874	HIGHLAND MEADOWS OF KS	E	12/15/2011			999999		233.00
2111	DELL MARKETING L.P.	E	1/03/2012			999999		285.93
2223	PITNEY BOWES	E	1/03/2012			999999		126.48
2223	PITNEY BOWES	E	12/19/2011			999999		891.00
3180	MICHAEL SIMONS	E	1/03/2012			999999		25.99
3272	DUNCAN HOUSING LLC	E	12/19/2011			999999		300.00
3884	MARK D. TURNBULL	E	12/19/2011			999999		25.50
3929	MDI LIMITED PARTNERSHIP #49	E	12/15/2011			999999		200.00
4698	THE MORNING SUN	E	1/03/2012			999999		147.48
4698	THE MORNING SUN	E	12/23/2011			999999		149.20
5113	MIDWEST REGIONAL BALLET	E	12/23/2011			999999		4,198.75
5340	COMMERCE BANK TRUST	E	12/28/2011			999999		35,249.29

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5482	JUSTIN HART	E	12/19/2011			999999		59.99
5534	SYCAMORE VILLAGE APARTMENTS	E	12/15/2011			999999		192.00
5609	RON WHITE	E	12/23/2011			999999		63.00
6131	MCELROY METAL INC	E	12/19/2011			999999		19.51
6574	JOHN A BROOKS	E	1/03/2012			999999		371.61
6630	PATRICK WALKER	E	12/19/2011			999999		49.99
6652	JOHNNY VILELA	E	1/03/2012			999999		2,390.00
6805	WELLNESS INNOVATIONS & NURSING	E	12/19/2011			999999		14,218.75

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	30	115,578.57	0.00	115,578.57
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00
TOTAL ERRORS:	0			
VENDOR SET: 99 BANK: EFT TOTALS:	30	115,578.57	0.00	115,578.57
BANK: EFT TOTALS:	30	115,578.57	0.00	115,578.57

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6266	KENNETH JOSEPH BRADY	R	1/03/2012			166934		269.00
6585	CLASS HOMES 1 LLC	R	1/03/2012			166935		69.00
6182	ALAN FELDHAUSEN	R	1/03/2012			166936		360.00
6168	K AND B RENTALS LLC	R	1/03/2012			166937		1,220.00
1601	GRAIG MOORE	R	1/03/2012			166938		193.00
6517	STACE MORRIS	R	1/03/2012			166939		1,751.00
5699	JON PRIDEAUX	R	1/03/2012			166940		235.00
6451	NAZAR SAMAN	R	1/03/2012			166941		993.00
3406	JON SCHWENKER	R	1/03/2012			166942		208.00
4636	WESTAR ENERGY, INC. (HAP)	R	1/03/2012			166943		682.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	10	5,980.00	0.00	5,980.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: HAP TOTALS:	10	5,980.00	0.00	5,980.00
BANK: HAP TOTALS:	10	5,980.00	0.00	5,980.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	12/22/2011			000000		12,808.82
0321	KP&F	D	12/22/2011			000000		34,029.96
0728	ICMA	D	12/22/2011			000000		12,095.97
1050	KPERS	D	12/22/2011			000000		25,740.81
3147	INTERNAL REVENUE SERVICE	D	12/22/2011			000000		64,000.72
6415	ING FINANCIAL ADVISORS	D	12/22/2011			000000		3,804.24
6627	AMERICAN FUNDS SERVICE COMPANY	D	12/22/2011			000000		230.75
0349	UNITED WAY OF CRAWFORD COUNTY	R	12/22/2011			166902		61.42
1503	FAMILY SUPPORT PAYMENT CENTER	R	12/22/2011			166903		209.16
2228	KANSAS PAYMENT CENTER	R	12/22/2011			166904		2,307.14
2577	OK CENTRALIZED SUPPORT RE	R	12/22/2011			166905		314.06
6135	MCNEARNEY & ASSOCIATES LLC	R	12/22/2011			166906		216.26
6521	FIRST MUTUAL BANK	R	12/22/2011			166907		236.40
6699	US TREASURY	R	12/22/2011			166908		50.00
6700	KDOR	R	12/22/2011			166909		50.00
0028	PAYROLL CLEARING	E	12/22/2011			999999		85,032.95

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	3,444.44	0.00	3,444.44
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	152,711.27	0.00	152,711.27
EFT:	1	85,032.95	0.00	85,032.95
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00		
		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTALS:	16	241,188.66	0.00	241,188.66
BANK: PY	TOTALS:		16	241,188.66	0.00	241,188.66
REPORT TOTALS:			321	1,282,593.53	22.10CR	1,282,571.43

Passed and approved this 10th day of January, 2012.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: January 4, 2012

SUBJECT: Agenda Item – January 10, 2012
Extension of Current Agreement with WebQA
Community Development Module

Currently, the Codes Enforcement Division is utilizing a computer program developed in-house to administer the nuisance codes. This program assists the Nuisance Inspectors in identifying property owners and occupants. The program also will print out the form letters once the correct information has been identified. While this program has some benefit, it is limited to what it can perform and the IT staff has indicated it is outdated and difficult to maintain.

The City staff has been investigating several programs available for use in codes enforcement. After several demonstrations, staff is recommending the use of the Community Development Module from WebQA. In addition to the above-said items, this program will also track the days since the nuisance notification was sent and notify the Nuisance Inspectors when it needs to be reinspected.

The proposed program will allow the Nuisance Inspectors to access the ownership and occupancy information in the field and even allow them to have the letters printed and waiting on them from the field. WebQA will also allow access to the historical files from other staff members, which will assist the clerical people in responding to questions concerning complaints that have been submitted.

MEMO TO: JOHN D. VANGORDEN
JANUARY 4, 2012
PAGE TWO

Currently, the City has a contract with WebQA for its Shopping Module. If approved, this will be an extension of the agreement for the additional services. The cost of the module per month is \$425. The implementation and training fees will be a one-time charge of \$3,000. The staff anticipates the funding for this program to come from the Informational Systems Budget.

Due to the ability of the Nuisance Inspectors to access the program from the field, the staff feels this will be a time savings for the City. Currently, the Nuisance Inspectors are spending 3 hours each day preparing and reviewing the letters to be sent out. This time could be better utilized out in the field checking for City Code violations.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 10, 2012. Action being requested is to approve the extension of the current agreement with WebQA for the Community Development Module.

Attachment: WebQA Agreement

cc: Tammy Nagel, City Clerk
Memo File

SCHEDULE B – Extension / Request for Additional Services

Relationship To The Original Contract:

This is an addendum to the **WebQA Services Agreement** executed between WEBQA, Inc. (“WEBQA”) and the City of Pittsburg, KS (“Customer”) dated May 25, 2011 (“Original Contract”) with its current term date starting 06/01/2011 and ending 05/31/2012 (“Original Contract Period”).

This addendum serves to add new services.

Extend terms and price:

Annual Billable Term of New Services (Community Development Platform): 11/1/2011 Ending: 10/31/2016.

Upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Annual term will not increase by more than three percent. Customer will hold a kickoff meeting to launch implementation no later than 15 days from contract start date.

Billing:

Fees are exclusive of all taxes. Fees are billed on an annual basis at time of contract and are due upon receipt of invoice. This secures site, servers and resources necessary to begin project.

If payment is not received within 45 days of invoice due date, WebQA has the right to suspend all services until payment is received. Furthermore, customer is responsible for all costs including attorney fees associated to the collections of invoices over 45 days.

Additional Services:

Community Development Platform – reference attached addendum for complete Statement of Work.

Customer is ordering the following services at the following prices.

Fees: Main Modules: At a Locked-In subscription cost per month for term of \$425

- | | |
|--|--|
| <input checked="" type="checkbox"/> Code Enforcement
<input checked="" type="checkbox"/> Inspections
<input checked="" type="checkbox"/> All Service(s) Upgrades | <input checked="" type="checkbox"/> Contractor Registration Module
<input checked="" type="checkbox"/> Web-portal
<input checked="" type="checkbox"/> Full Reporting |
|--|--|

Implementation and Training: At a Locked-In cost of \$3,000

- One-time setup and load of up to 10 case types into system, per module
- One time setup and load of up to 10 document templates into system, per module
- 4 Online Training sessions – to be used at client’s discretion
- 1 Follow up refresher training session
- 1 Day(s) of On-Site Training (Optional – Cost
- One-time property address database import
- One-time legacy data conversion (Optional – Cost \$2,500)
- Initial Private Labeling of the Web Portal included. Updating of the Portal is limited to once per billable term. Additional Portal updates will be billed at a cost of \$100/each time.

Storage:

- 10 GB storage free with service(s). Additional 10GB is \$20/month

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS ADDENDUM.

Customer

By: _____

Signature: _____

Title: _____

Date: _____

WebQA, Inc.

By: John Dilenschneider _____

Signature: _____

Title: CEO _____

Date: _____

Pittsburg, KS

AREA	SCOPE	ASSUMPTIONS
Modules	A total of 3 modules: Code Enforcement, Inspections, and Contractor.	
Cases	A total of 10 case types per module will be configured during implementation.	WebQA will configure the initial 10 case types. System will allow the city to create additional case types.
Custom Fields	A total of 500 custom fields will be available for cases, contractors and task forms.	
Child Cases	Child cases will be used to link a main permit to sub-permits.	Child cases are single records and do not communicate with parent cases. Parent cases will display documents tied to child cases but will not interact with tasks, statuses, fees or contractors of a child case.
Tasks/Inspections	Task lists will be automatically set up for each specific case type. Tasks lists will be completely configurable.	Tasks will automatically be assigned to the appropriate staff member and generate a notification email to that staff member. Task completion dates may be automatically calculated based on a predetermined number of days after a record is created. Task completion dates may be adjusted manually. City will have the ability to add, remove or reorder task lists.
	Tasks will interact with case details.	Tasks results will have the ability to trigger a status change, document add or change in assigned staff.
Fees	System will track fees, payments and other deductions associated with case types.	
Documents	System will allow attachments to be added to a case type and viewed in a thumbnail style view.	
	System will be able to automatically generate documents.	Documents may automatically be generated based on the creation of a record or a completed task. All documents that should be added as system templates must be supplied as Microsoft Word documents.
Contractors	Contractors may be stored, tracked and reported on in the system.	
Action Rules	System will have the ability to trigger changes to a case based on specified criteria.	System will include work flow capability to allow cases to be routed to proper department and staff member. Statuses and criteria from drop down lists, check box lists and radio button lists can be used to generate a task, generate a document, assign a fee to a case, and assign a staff member to a case. Action Rules run off of a robot and the “action” may take 5 minutes to generate.
Portal	System will provide an online portal for submission of applications, reporting of code violations and contractor registration.	Portal interactions can be done through 2 parties (Contractor & City or Citizen & City). System will allow citizens and specific groups (contractors, etc...) the ability to create a complaint or submit a permit

Pittsburg, KS

		and check the status of all these issues. Items submitted via the portal will generate a “request.” When a permit is in the status of “issued,” the request will then launch a code case. Status updates made within a case will be reflected via the portal. Communication directly through code case will be available 10/7/11.
Users	System allows for unlimited users. System will allow for setting configured to each individual user, with appropriate levels of access to be set.	
Reporting	Custom reports can be saved, shared and scheduled to be automatically delivered and emailed to specified staff.	
Property Information	System will be able to store city address information for validating addresses.	Property Information must be supplied in one flat file using template provided by implementation engineer.
		Property updates will be performed twice per year. Updates must be supplied in one flat file and contain only new or updated records.

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD
Director of Public Utilities

DATE: January 4, 2012

SUBJECT: Agenda Item – January 10, 2012
DISPOSITION OF BIDS
Georgia and First Sanitary Sewer Replacement

Bids were received on Thursday, December 29, 2011 for the Georgia and First Sanitary Sewer Replacement Project, consisting of approximately 1,078 lineal feet of 18-inch sanitary sewer replacement by trenchless methods. Five bids were received (see attached bid tabulation). The low bidder was Jim Radell Construction Co., Inc., of Pittsburg, with a responsive bid of \$125,847.10, which was under the Engineer's Estimate \$157,860.00. After reviewing the bids received, City staff is recommending that the bids be awarded to the **low bidder meeting specifications**, Jim Radell Construction Co., Inc., of Pittsburg, in the amount of \$125,847.10. The emergency repair of this sanitary sewer line will be funded through the Public Utilities Department emergency repair fund as a budgeted item in the 2011 Budget.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 10, 2012. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder meeting specifications as stipulated above and, if approved, direct the Mayor and City Clerk to execute the contract documents once prepared.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Bid Tabulation

cc: Tammy Nagel, City Clerk
Bruce D. Remsberg, P.E., City Engineer
Project File
Memo File

BID TABULATION Improvement: Georgia and First Sanitary Sewer Replacement Manhole 2B-010 to Manhole 2B-012 Bid Opening: December 29, 2011; 2:00 PM						Jim Radell Const. Co., Inc. 1200 W. 4th Pittsburg, KS 66762		Tri-Star Utilities, Inc. P.O. Box 1012 Independence, KS 67301		Westland Construction, Inc. 20510 163rd Street Basehor, KS 66007	
				ENGINEER'S ESTIMATE							
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00
2	Traffic Control	L.S.	1	1,000.00	1,000.00	1,000.00	1,000.00	1,250.00	1,250.00	4,420.00	4,420.00
3	Replace Sanitary Sewer By Trenchless Methods (18" Pipe)	L.F.	1,078	120.00	129,360.00	104.45	112,597.10	105.00	113,190.00	137.78	148,526.84
4	Manhole Repair	Each	3	3,000.00	9,000.00	750.00	2,250.00	1,500.00	4,500.00	1,333.33	3,999.99
5	Reconnect Taps (18" Pipe) (After Trenchless Replacement)	Each	4	1,500.00	6,000.00	1,725.00	6,900.00	1,000.00	4,000.00	2,500.00	10,000.00
6	Site Restoration	L.S.	1	2,500.00	2,500.00	2,100.00	2,100.00	2,500.00	2,500.00	2,500.00	2,500.00
TOTAL					\$ 157,860.00		\$ 125,847.10		\$ 130,440.00		\$ 174,946.83

BID TABULATION Improvement: Georgia and First Sanitary Sewer Replacement Manhole 2B-010 to Manhole 2B-012 Bid Opening: December 29, 2011; 2:00 PM						Bi-State Utilities Co. 12894 Pennridge Dr. Bridgeton, MO 63044		KC Construction, Inc. PO Box 264 1211 N. 158th St Basehor, KS 66007			
				ENGINEER'S ESTIMATE							
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 47,787.00	\$ 47,787.00	\$ 12,000.00	\$ 12,000.00		\$ -
2	Traffic Control	L.S.	1	1,000.00	1,000.00	1,200.00	1,200.00	6,500.00	6,500.00		-
3	Replace Sanitary Sewer By Trenchless Methods (18" Pipe)	L.F.	1,078	120.00	129,360.00	113.00	121,814.00	160.00	172,480.00		-
4	Manhole Repair	Each	3	3,000.00	9,000.00	3,820.00	11,460.00	5,000.00	15,000.00		-
5	Reconnect Taps (18" Pipe) (After Trenchless Replacement)	Each	4	1,500.00	6,000.00	3,130.00	12,520.00	1,200.00	4,800.00		-
6	Site Restoration	L.S.	1	2,500.00	2,500.00	13,800.00	13,800.00	4,500.00	4,500.00		-
TOTAL					\$ 157,860.00		\$ 208,581.00		\$ 215,280.00		\$ -